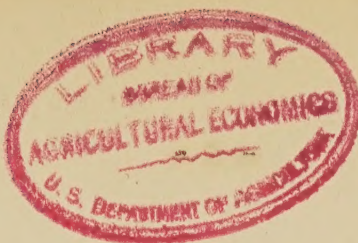


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LU-PO 6  
June 24, 1938  
(Supersedes Paragraph 12gV,  
LU-PO 1)

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UNITED STATES DEPARTMENT OF AGRICULTURE  
BUREAU OF AGRICULTURAL ECONOMICS  
DIVISION OF PROJECT ORGANIZATION

INSTRUCTION FOR THE PREPARATION, EXECUTION, AND SUBMISSION OF  
TEMPORARY USE AGREEMENTS

1. PURPOSE:

a The purpose of this instruction is as follows:

- I To elaborate on the statement of policy relative to permitting vendors or others to occupy and crop the lands acquired or being acquired under the Land Utilization program as stated in Paragraph 12gV of Instruction LU-PO 1. This instruction supersedes the instructions contained in the paragraph of LU-PO 1 just mentioned, and in all other instructions heretofore issued under the old program, insofar as they relate to agreements covering the temporary use of project property for cropping land, cutting hay, grazing or pasturing land, or the occupancy of buildings.
- II To outline the procedure to be followed in preparing, executing, and submitting a Temporary Use Agreement (Form LU-PO 12). *at end.*

2. CONDITIONS UNDER WHICH TEMPORARY USE PRIVILEGES MAY BE GRANTED:

- a No temporary use privileges for cropping land, cutting hay, grazing or pasturing land, or occupying buildings will be granted to any parties for the use of property acquired under either the old or the new phases of the Land Utilization program except in writing on Form LU-PO 12. This does not mean that any such privileges which have been granted on other forms and under other instructions are invalid or that they will need to be renewed prior to their expiration. However, if, upon the termination of a temporary use agreement written on other forms, it is appropriate to renew the agreement, Form LU-PO 12 will be used for that purpose.
- b Privileges under temporary use agreements will be granted for periods not to exceed one year where the occupancy of buildings is concerned, or one season in the case of cropping or grazing privileges only, and then only under the following circumstances, unless written permission is secured from the Leader of the Division of Project Organization to grant such privileges under other circumstances.
  - I A prospective vendor of lands proposed for purchase, who refuses to sign an option unless granted a privilege to continue to use his land or buildings to the end of a current cropping or grazing season, may be granted such a privilege.



- 2 b II A vendor or bona fide tenant of lands acquired under the Land Utilization program who has been unable to make satisfactory arrangements for relocating may be granted the privilege of
- A continuing to occupy the buildings on such lands, or of occupying buildings on other project lands, whichever will better serve the interest of the program;
  - B continuing to crop, cut hay on, pasture or graze acquired lands on which he was conducting such operations at the time of payment for the land being operated by him, or to conduct any of these operations, except the cultivation of lands not in cultivation on other acquired lands, whichever will better serve the interest of the program.
- III Vendors or prospective vendors and bona fide tenants of lands acquired or being acquired under the Land Utilization program, who cannot be classified under the conditions set forth in Paragraphs 2bI and II above, or other parties residing within or adjacent to the project area, may be granted privileges to occupy certain specified buildings or to cut hay on, crop, or graze certain specified lands only when to do so will provide
- A the best means of protecting project property against trespass, fires, poaching, hunting, deterioration, etc., (this provision will apply only insofar as consistent with the approved program for the relocation of the families on the project lands involved; project employees who are not vendors, prospective vendors, or bona fide tenants, may be granted such privileges, under the provisions of this paragraph, only if they are employed primarily in a custodial capacity such as wardens, towermen, and watchmen) or
  - B a means of obtaining appropriate use of the range lands being acquired and of coordinating such use with the use of other lands, pending the establishment of a definite and final project management plan.

### 3 PREPARATION OF TEMPORARY USE AGREEMENTS:

#### a Types of Privileges that may be Granted and Instructions Relative thereto

As indicated in Paragraph 2a, all privileges to use project property for cropping, cutting hay, grazing, or to occupy project buildings will be granted on Form LU-PO 12 - Temporary Use Agreement. This form has been prepared in such a manner as to permit the negotiator to enter on one form the necessary particularized detail relative to any and all specific privileges. The use which the permittee will be permitted to make of any project property and any restrictions regarding such use, not stated in other sections of the Agreement, will be entered



- 3 a in Section 2. This entry may include such of the privileges stated below as are applicable to a particular case. No other privileges will be included in a Temporary Use Agreement without the consent of the Leader of the Division of Project Organization.

The privileges outlined below are presented in such a manner as to permit the use of the quoted wording therein in filling out Section 2 of Form LU-PO 12. Following the required wording are instructions supplementary to those contained in Paragraph 2, relative to the granting of the privilege.

I Privilege of cropping land

A Required wording of the privilege

"Cultivate, plant, grow, and harvest crops, in accordance with best agricultural practices of the locality, upon the lands described in Section 1 (or, 'upon the following described lands within those described in Section 1'),

provided, that no crop, which would not normally be ready for harvest until after the termination date of this Agreement, shall be planted upon such lands, without the written permission of the United States."

B Instructions relative to the preceding privilege

This privilege will be limited to lands that are already plowed or that have been plowed during the preceding season and not yet seeded to grass.

II Privilege of cutting hay

A Required wording of the privilege

"Cut hay on the lands described in Section 1," or "Cut hay on the following described lands within those described in Section 1."

B Instructions relative to the preceding privilege

This privilege will not be granted on any lands wherein the interest of the program will best be served by allowing the hay to go to seed for reproductive purposes.



3 a III Privilege of grazing or pasturing land

A Required wording of the privilege

"Grazed \_\_\_\_\_ head of \_\_\_\_\_, branded or ear-marked \_\_\_\_\_ upon the lands described in Section 1 (or 'the following described lands within those described in Section 1')"

for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_

When the Permittee is prevented from using the lands described herein by circumstances over which he has no control, or for some justifiable cause does not use the privilege granted him, in the discretion of the United States a refund of the consideration paid will be made, in whole or in part, as the circumstances may justify and the interest of the United States will permit."

B Instructions relative to the preceding privilege

Privileges of this kind will be granted only under such conditions as will avoid overstocking, wrong seasonal use, or other abuse of the range. The period of grazing to be entered in the blank spaces provided in the wording of the privilege will never exceed the period of the agreement as stated in Section 1 thereof but may be for a lesser period if other privileges than grazing are to be granted in the same agreement. In the case of an agreement of this kind covering lands, the purchase of which has not been consummated\* by the United States, the entry of the period for the grazing privilege will indicate the month, and day of the month, on which the period will begin and end for any one season and in the blank space following the second date will be entered the words "of each calendar year until the end of the grazing season ( \_\_\_\_\_ ) of the calendar year in which the purchase of said lands is consummated by the United States." The month, and day of the month, on which it is generally recognized that the local grazing season ends, will be entered in the parenthesis in the preceding quoted wording.

\* "Consummation of purchase," as used in this Instruction, includes delivery of the deed by the vendor to the United States and payment of the purchase price by the United States to the vendor.



- 3 a III B In cases where purchase has been consummated by the United States, the year concerned will be included as a part of each of the two dates. If the beginning and ending dates of the period during which the grazing privilege is to be granted are exactly the same as the ones to be stated in Section 1 of the form, that portion of the wording quoted under Paragraph A relative to the dates of the grazing period will be omitted.

In reference to the refund provision included in the wording quoted under Paragraph 3aIIIA, separate instructions will be issued covering fully the conditions under which such refunds will be granted.

#### IV Privilege of occupying buildings

##### A Required wording of the privilege

"Occupy and use the buildings described in Section 1."

##### B Instructions relative to the preceding privilege

In view of the difficulties which have been encountered in the former program in getting certain permittees to vacate buildings after the termination of an agreement, extreme care will be exercised in granting this privilege and in no case will it be granted unless in the interest of the program.

##### b Term of the Agreement

The term of the agreement will be entered in the blank spaces provided for that purpose in Section 1 of the form. Ordinarily this term will be expressed by entering the beginning date in the blank space after the words "for a period beginning" at the top of Page 2 of the form, and the date of termination in the blank space after the words "and ending." In the case of an agreement covering property, the purchase of which has not been consummated by the United States, the wording used in the blank spaces mentioned will vary depending upon the privilege or privileges to be granted. Where the occupancy of buildings is concerned, the entire wording of that portion of Section 1 appearing at the top of Page 2 of the form, will be as follows (the single quotation marks around the underlined words indicate the wording to be inserted in the blank spaces): "for a period beginning 'upon the consummation of the purchase of said lands by the United States' and ending 'at the close of the calendar year in which the purchase of said lands is consummated by the United States' unless this Agreement is sooner revoked, terminated, or modified as hereinafter provided." Where the cropping privilege only is to be granted the entire wording will be as follows (the single quotation marks around the underlined words indicate the wording to be inserted in the blank spaces): "for a period beginning 'upon the consummation of the purchase of said lands by the United States' and ending 'at the close of the cropping season ( ) of the calendar year on which



- 3 b the purchase of said lands is consummated by the United States' unless this Agreement is sooner revoked, terminated, or modified as hereinafter provided. The blank space surrounded by parenthesis in this latter wording will be used to enter the month, and day of the month, which is generally recognized as the close of the local cropping season. For a grazing privilege only, the wording will be the same as for a cropping privilege only, except that the word "grazing" will be substituted for the word "cropping". In the latter case (grazing only) the month, and day of the month, to be entered in the blank space in the parenthesis will be the close of the local grazing season. (See also Paragraph 2b).

c Consideration for Privileges Granted

I General

The consideration to be paid for a privilege and the time of payment will be indicated in Section 4 of the agreement. The amount of the consideration will be determined on the basis of fair and reasonable rates for both the government and the permittee. Normally these rates will be in accordance with customary rates in the community, with due consideration to the rates charged by private landowners and to those rates which are charged by other Federal agencies responsible for the administration of adjacent property similarly used. The following principles, in addition to those just mentioned, will be followed in determining the circumstances under which a consideration will be required and the amount of the consideration:

A Before purchase of the land is consummated by the United States

- (1) In general, temporary use agreements entered into before purchase of the land involved has been consummated by the United States will not require a consideration. However, a consideration will be required
  - (a) in those cases where the land is being purchased at a sufficiently high price per acre to indicate clearly that the land is capable of returning rent, or
  - (b) when purchase is consummated by the United States thirty days or more prior to the beginning of the then current local cropping or grazing season, provided any consideration whatsoever is equitable.
- (2) It will be the joint responsibility of the project manager, the official on the project in charge of Project Organization activities, and the one in charge of Land Acquisition to determine those instances in which a consideration would be equitable under the foregoing conditions, the amount of such consideration, and to advise the option *negotiated accordingly*.



- 3 c I A (3) If an option has been negotiated under the new program, prior to the issuance of this instruction, with the understanding that a temporary use privilege would be granted without a consideration, no consideration will be required even though one might be equitable.

B After purchase of the land is consummated by the United States

Temporary use agreements entered into after purchase of the land involved has been consummated by the United States will require a consideration in all cases, regardless of the type of privilege, wherein any consideration whatsoever would be equitable. This principle will apply regardless of the status of the permittee, that is, whether he be a vendor, bona fide tenant, or other party. It will be considered equitable to require a consideration for any privileges falling within the classifications outlined below. There will doubtless be other circumstances under which a consideration would be equitable.

- (1) Privileges granted on any lands, or portions thereof, which are capable of returning rent. The amount of the consideration in such cases should be equal to the amount of the rent which the land is capable of returning.
- (2) Privileges granted on lands on which taxes for the current year have not become a lien on the property at the time title vests in the United States. In such cases the amount of the consideration should be equal at least to the amount of the taxes for the year, or if the period of the privilege be less than a year, the amount of the consideration should be equal at least to a corresponding part of such taxes, and should exceed the yearly taxes or a part thereof if equitable.
- (3) Privileges granted to a tenant on lands on which he has been paying rent to a private landlord. If the amount of rent he has been paying is not equitable it may be reduced in the Agreement to the point where it is equitable.

- C The renewal of any agreement will be avoided wherever possible and in no case will a renewal be made without the payment of an equitable consideration for the privilege granted.

II Approval of fees to be charged

A General

- (1) Before purchase of the land involved has been consummated by the United States.

Prior Washington approval of the fees to be charged for privileges granted in agreements entered into for the temporary use of project property, prior to the consummation by the United States of the purchase of such property, will not be required, except under special



- 3 c II A (1) instructions from the Leader of the Division of Project Organization.
- (2) After purchase of the land involved has been consummated by the United States.

For all temporary use privileges to be granted on lands, the purchase of which has been consummated by the United States, the fees proposed for the various privileges which may be granted on each of the projects and the basis of their determination will be submitted to the Leader of the Division of Project Organization (See Paragraph 3cIIB). No temporary use agreements involving the use of project property, the purchase of which has been consummated by the United States, will be executed until the proposed fees for the project have been approved by the appropriate Washington official.

B Schedule of charges

- (1) The schedule of charges for temporary use privileges requiring the prior approval of a Washington official (See Paragraph (2) immediately preceding) will be prepared on a form issued by the Chief Fiscal Officer of the Bureau.
- (a) An original and six copies of the schedule of charges will be required. The form will be prepared in accordance with instructions issued by the Chief Fiscal Officer of the Bureau. The original and six copies of the completed form will be submitted to the Leader of the Division of Project Organization for approval by the appropriate Washington official. After the schedule of charges has been approved the copies will be distributed as follows:
- I Original and two copies to Chief Fiscal Officer of the Bureau.
  - II One copy retained by the Leader of the Division of Project Organization.
  - III Three copies returned to the regional office, of which that office will
    - (A) retain one copy,
    - (B) transmit one copy to the project office, and
    - (C) transmit the other copy to the collection official for the project.



- 3 c II B (2) For those temporary use agreements, involving privileges for which the fees to be charged will not require prior Washington approval (See Paragraph 3cIIA(1)), no schedule of charges will be required except under special instructions from the Leader of the Division of Project Organization.
- (3) Each copy of each temporary use agreement involving more than one privilege will be accompanied by a breakdown of the consideration to be shown in Section 4 of Form LU-PO 12. This breakdown will indicate the portion of the consideration which is being charged for each privilege granted in the agreement. The purpose of this statement is to furnish information needed by the Chief Fiscal Officer in accounting for the funds received from the different uses made of project property.

d Time of payment

The agreement will usually provide for payment of the consideration in one sum in advance, but monthly payments in advance may be provided for in case the total consideration is more than a nominal amount. "In advance" will not need to be interpreted to mean on the date of the agreement but may be the time specified for the beginning of the period of use.

In cases where the entire amount is to be paid in one payment subsection (a) of Section 4 of the form will be used and subsections (b) and (c) will be stricken out. In the case of monthly payments, subsections (a) and (c) will be stricken out and subsection (b) will be filled in as follows: The amount of the monthly payment will be entered in the blank space following the dollar sign; the next blank space following the comma will be filled in with the word "monthly"; and the blank space after the words "on or before" will be filled in to read "the \_\_\_\_\_ day of each month for \_\_\_\_\_ months beginning with the month of \_\_\_\_\_ and ending with the month of \_\_\_\_\_."

In case the total payment is to be made in two separate installments, as is often the practise in the case of grazing privileges, the same subsection (b) will be used, entering the amount of the total payment in the space following the dollar sign and followed by the words "in two payments, one of \$ \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and one of \$ \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_."

There may be a limited number of other cases in which some special provision will need to be made regarding the amount of the consideration and the method of payment. This will be true particularly in case of vendors or tenants who are to begin paying rent after purchase has been consummated by the United States. In such cases subsection (c) of Section 4 of the Agreement will be used and the other subsections



- 3 d stricken out. The wording used therein for agreements covering the cases mentioned in Paragraph 3cIA(1)(a) would be about as follows:

"(c) \$ \_\_\_\_\_ for each month, beginning thirty days after purchase of said lands has been consummated by the United States, until the date of termination of the Agreement, as herein stated."

The wording to be used in subsection (c), for agreements which would be classified under Paragraph 3cIA(1)(b), would be about as follows:

"(c) \$ \_\_\_\_\_ for each month, beginning thirty days after purchase of said lands has been consummated by the United States, provided such purchase is consummated thirty days or more prior to the beginning of the cropping (grazing) season ( \_\_\_\_\_ ), until the date of termination of the Agreement, as herein stated."

4 EXECUTION AND ROUTING OF TEMPORARY USE AGREEMENTS:

a Where a Consideration is Involved

- I Seven copies of the agreement will be filled out completely, although only the original and four copies need be executed.
- II The project manager will secure on the original and the first four copies the signature of the permittee with at least one witness, although it will be preferable to have the signature of two witnesses.
- III One unsigned copy will be left with the permittee when he signs.
- IV The other unsigned copy will be retained in the project office.
- V The disposal to be made of the original and the four signed copies will vary depending upon whether the agreement is to be executed on behalf of the United States by the regional director or the regional official in charge of Project Organization, to whom such authority may be delegated by the regional director, or whether it is to be so executed by the project manager, who also may be delegated by the regional director to execute such documents.
  - A If the agreement is to be executed either by the regional director or by the regional official in charge of Project Organization, the routing of the original and the four signed copies will be as follows:

- (1) They will be transmitted to the regional office. The regional director (or the regional official in charge of Project Organization if he has been so authorized by the regional director) will sign the original and the four copies signed by the permittee.



- 4 a V A (2) One executed copy will be retained in the regional office.
- (3) The original and three executed copies will be transmitted to the Chief Fiscal Officer, Bureau of Agricultural Economics, Washington, D. C. for the assignment of a contract number unless there is a local representative of the Chief Fiscal Officer, in which case they will be transmitted to such representative for the assignment of the contract number.
- (4) The Chief Fiscal Officer or his field representative, after assigning a contract number to the original and the three executed copies, will forward
- (a) the original to the General Accounting Office,
  - (b) one executed copy to the Leader of the Division of Project Organization,
  - (c) one executed copy to the regional office, where note will be taken of the contract number which has been assigned in order that such number may be entered on the copy retained in the regional office, and the former copy will then be forwarded by the regional office to the project office for transmittal to the permittee,
  - (d) the third executed copy will be retained by the Chief Fiscal Officer or by his field representative as the case may be.

B If the agreement is to be executed by the project manager, the routing of the original and the four signed copies to be executed by him will be as follows:

- (1) one executed copy will be transmitted to the regional office,
- (2) the original and the other three executed copies will be disposed of by the project manager in the same manner as indicated under Paragraph 4aVA(3),
- (3) the Chief Fiscal Officer or his field representative will take the same action, in this case, as is indicated in Paragraph 4aVA(4).

b Where No Consideration is Involved

- I Five copies of the agreement will be filled out completely although only the original and two copies need be executed.



- 4 b. II The project manager will secure on the original and the first two copies the signature of the permittee with at least one witness, although it will be preferable to have the signature of two witnesses.
- III One unsigned copy will be left with the permittee when he signs.
- IV The other unsigned copy will be retained in the project office.
- V The disposal to be made of the original and the two signed copies will vary depending upon whether the agreement is to be executed on behalf of the United States by the regional director or the regional official in charge of Project Organization, to whom such authority may be delegated by the regional director, or whether it is to be so executed by the project manager, who also may be delegated by the regional director to execute such documents.
- A If the agreement is to be executed either by the regional director or by the regional official in charge of Project Organization, the routing of the original and the two signed copies will be as follows:
- (1) They will be transmitted to the regional office. The regional director (or the regional official in charge of Project Organization if he has been so authorized by the regional director) will sign the original and the two copies signed by the permittee.
  - (2) One executed copy will be retained in the regional office.
  - (3) One executed copy will be returned to the project manager for transmittal to the permittee.
  - (4) The original will be submitted to the Leader of the Division of Project Organization.
- B If the agreement is to be executed by the project manager, the routing of the original and the two signed copies to be executed by him will be as follows:
- (1) one executed copy will be returned to the permittee,
  - (2) one executed copy will be transmitted to the regional office,
  - (3) the original will be sent directly to the Leader of the Division of Project Organization.



5 PROCEDURE FOR COLLECTION:

The collection, deposit, and accounting of funds due from Temporary Use Agreements will be made in accordance with instructions issued by the Chief Fiscal Officer of the Bureau.

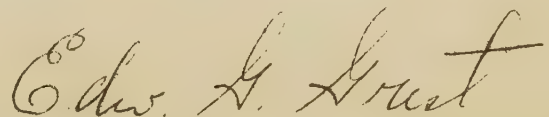
6 REFUND OF FEES UPON TERMINATION OF AN AGREEMENT BEFORE THE EXPIRATION DATE:

- a Should the agreement be terminated by the United States prior to the expiration date, the Government will refund to the permittee a pro-rata share of the funds paid in advance, provided a showing is made that the United States will benefit by the termination.
- b When an agreement is terminated prior to the expiration date, the regional director, who has authority to terminate the agreement, (the regional official in charge of Project Organization or the project manager may be given this authority by the regional director) will notify immediately the Leader of the Division of Project Organization by letter, supplying the following information:
  - I The project number, the project name, the tract number or numbers, the contract number, and the name of the permittee, as stated in the agreement.
  - II The reason for the termination of the agreement and the date of termination.
  - III The amount to be returned to the permittee and the method used in determining the amount.

7 USE AND OCCUPANCY RECORD OF PROJECT LANDS:

- a Experience on the "old" projects has indicated that a current graphic record of the use and occupancy of project land and of the buildings located thereon is extremely helpful from the standpoint of keeping such use and occupancy in good standing, providing a ready means to determine remaining family relocation problems, preventing squatter occupancy, and protecting project property. Project offices will therefore maintain such a current graphic record by indicating, on an ownership map of the project area, the buildings located on each tract of project land, the type of use or occupancy to which each tract and the buildings located thereon is subject, and the expiration date of the Temporary Use Agreement covering such use and occupancy.

Signed:



Edw. G. Grest, Acting in Charge,  
Division of Project Organization.







Form LU-PO 12  
June 25, 1938

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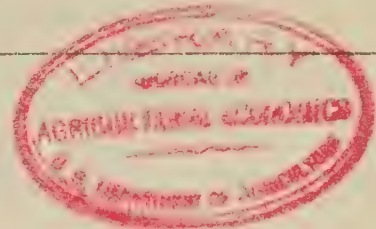
UNITED STATES DEPARTMENT OF AGRICULTURE  
BUREAU OF AGRICULTURAL ECONOMICS  
DIVISION OF PROJECT ORGANIZATION

(Contract Number)

Project Name \_\_\_\_\_ Project Symbol \_\_\_\_\_

Option and Tract No. or Nos. \_\_\_\_\_

TEMPORARY USE AGREEMENT



THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the United States of America, acting by and through the Secretary of Agriculture pursuant to Title III of the Bankhead-Jones Farm Tenant Act (Public No. 210, 75th Congress) (hereinafter referred to as the "United States"), and \_\_\_\_\_, whose post office address is \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter referred to as the "Permittee"),

WITNESSETH:

The parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Permittee may use, for the purposes described in Section 2, hereof, the following described lands and improvements thereon located in the County of \_\_\_\_\_ State of \_\_\_\_\_ which property constitutes a part of the \_\_\_\_\_ Project:



for a period beginning \_\_\_\_\_  
and ending \_\_\_\_\_  
\_\_\_\_\_ unless this Agreement is sooner revoked, terminated,  
or modified as hereinafter provided.

2. During the term of this Agreement, the Permittee may

Provided, however, that the exercise by the Permittee of any of such privileges shall not in any way obstruct or interfere with any developmental or other work upon said lands by the United States. The United States shall be the sole and conclusive judge of the existence of any such obstruction or interference.



3. This Agreement shall be subject to such easements and rights-of-way upon, across and through said land and improvements as may heretofore have been granted by the United States or its predecessors in title or which may hereafter be granted, and shall be subject, further, to the right of duly authorized officials to inspect the premises or any part thereof at all reasonable hours, and as often as they may deem necessary, in the performance of their official duties in respect to such premises.

4. In consideration of the rights granted herein, including the use of the following utilities which shall be furnished by the United States: \_\_\_\_\_, the Permittee agrees to pay to the official authorized to receive payment, in the form of a certified check or money order, payable to the "Treasurer of the United States,"

(a) \$\_\_\_\_\_ in one payment on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

(b) \$\_\_\_\_\_, \_\_\_\_\_  
on or before \_\_\_\_\_  
\_\_\_\_\_

(c) \$\_\_\_\_\_

The Permittee also agrees to pay, to any party other than the United States that furnishes utilities used in connection with the above described premises, all charges made therefor.

In the event this Agreement is terminated by the United States prior to the expiration date set forth in Section 1 above, the United States shall refund to the Permittee the monthly pro rata share of the amount paid in advance by the Permittee.

5. The Permittee shall make no alterations or additions to the premises unless authorized in writing by the duly authorized official in charge of the project of which the above-described premises are a part.

6. The Permittee agrees that, as of the effective date of this Agreement, the title, ownership, and possession of said property is or will be in the United States.

7. The Permittee shall not commit waste upon said lands, and shall keep all buildings, structures, fences and improvements thereon in as good condition, except for normal depreciation, as they are at the date of this Agreement, prevent trespassing on said property, and protect it from damage by fire. The Permittee shall not, without the written permission of the United States, cut or destroy, or permit the cutting or destruction of, any trees or timber on said lands, except such material as may be specifically marked and designated by the authorized officials of said Project for use by the Permittee as domestic fuel wood.



8. The Permittee shall comply in all respects with any and all rules and regulations now in effect or hereinafter promulgated by the United States governing said Project or the use of the property hereinabove described. Failure of the Permittee to comply with this provision or with any other provision of this Agreement may, in the discretion of the United States, result in forfeiture of any and all of the rights and privileges granted the Permittee by this Agreement.

9. The rights granted in this Agreement shall not be transferable or assignable by the Permittee without the written consent of the United States.

10. The Permittee may terminate this Agreement at the end of any monthly period by giving to the United States written notice of his election to terminate at least fifteen days in advance of such termination. The notice shall be addressed to the official in charge of the said Project.

11. The United States may terminate this Agreement at any time by giving the Permittee thirty days notice in writing of such intention to terminate. If this Agreement is terminated by the United States prior to the date of expiration thereof, the Permittee shall have the right to harvest, gather and remove from said lands such crops as may be planted or grown by the Permittee in accordance with the provisions of, and during the term of this Agreement.

12. The Permittee shall vacate and remove his property from the premises on or before the date of expiration of this Agreement or the date of its termination, and should the Permittee fail or neglect to remove his property from the premises, the United States may enter and remove said property at the expense of the Permittee and no claim for damages against the United States or any official or agent thereof shall be created by or made on account of such removal.

13. The Permittee shall reimburse the United States for any expenditures which the United States makes to put the premises in as good a condition for use as existed on the date hereof, damages caused by elements beyond the control of the Permittee or by ordinary wear excepted.

14. The Permittee shall not keep possession of or attempt to remove from said lands any property located thereon belonging to the United States. The following items of property, among others, belong to the United States:

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15. The Permittee hereby waives and releases any and all claims for damages arising from the activity or inactivity of the United States, its officers, agents, employees, representatives or assigns, on or with respect to said property.

16. No member of, or delegate to, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

HENRY A. WALLACE  
Secretary of Agriculture  
(For and on behalf of the  
United States of America)  
By\_\_\_\_\_

\_\_\_\_\_  
(Witness to signature on behalf of  
United States)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
(Witness to signature of Permittee)

\_\_\_\_\_  
(Permittee)





LU-PO 6 (Supplement 1)  
March 14, 1939

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
LAND UTILIZATION  
DIVISION OF PROJECT ORGANIZATION

INSTRUCTION FOR THE PREPARATION, EXECUTION, AND SUBMISSION OF  
TEMPORARY USE AGREEMENTS

EC793  
10.6.1939  
APR 11 1939

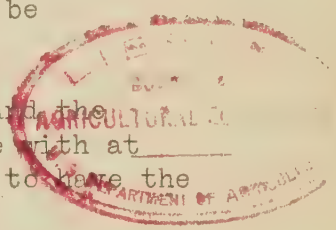
PURPOSE

The purpose of this supplement is to modify Paragraph 4 a of LU-PO 6, dated June 24, 1938, and to add a new section (Section 8). Effective immediately, Paragraph 4 a of LU-PO 6 is revised to read as follows:

4 EXECUTION AND ROUTING OF TEMPORARY USE AGREEMENTS

a Where a Consideration Is Involved

- I Six copies of the agreement will be filled out completely, although only the original and three copies need be executed.
  - II The project manager will secure on the original and the first three copies the signature of the permittee with at least one witness although it will be preferable to have the signature of two witnesses.
  - III One unsigned copy will be left with the permittee when he signs.
  - IV The other unsigned copy will be retained in the project office.
  - V The disposal to be made of the original and the three signed copies will vary depending upon whether the agreement is to be executed on behalf of the United States by the regional conservator or the regional official to whom such authority has been delegated by the regional conservator, or whether it is to be so executed by the project manager, provided he has been authorized by the regional conservator to execute such documents.
- A If the agreement is to be executed either by the regional conservator or by the regional official to whom such authority has been delegated by the regional conservator, the routing of the original and the three signed copies will be as follows:







- 4 a V A (1) They will be transmitted to the regional office. The regional conservator (or the regional official who has been so authorized by the regional conservator) will sign the original and the three copies signed by the permittee.
- (2) The original and the three executed copies will be transmitted to the regional procurement officer for the assignment of a contract number.
- (3) The regional procurement officer, after assigning a contract number, will forward the original and the three executed copies to the regional fiscal officer for administrative audit and verification against the Schedule of Charges. After examination, the regional fiscal officer will:
- (a) Transmit the original to Mr. Shane MacCarthy, Procurement Officer, Soil Conservation Service, Washington, D. C., for transmission to the General Accounting Office.
  - (b) Transmit one executed copy, listed on and attached ~~to~~ the Daily Register of Temporary Use Agreements, to the Office of Mr. G. G. Smith, Chief Fiscal Officer, Soil Conservation Service, Washington, D. C. (This copy may be withdrawn from the Washington fiscal office file by those concerned for temporary use as need arises.)
  - (c) Retain one copy in the files of the regional fiscal officer. (This copy may be withdrawn from the regional fiscal office file by those concerned for temporary use as need arises.)
  - (d) Transmit one executed copy to the project office concerned for transmittal to the permittee.
- B If the agreement is to be executed by the project manager, the routing of the original and the three signed copies to be executed by him will be as follows:
- (1) The original and the three executed copies will be disposed of by the project manager in the same manner as indicated under Paragraph 4 a V A (2) of this supplement.





4 a V B (2) The regional procurement and fiscal officers will take the same action in this case as is indicated in Paragraph 4 a V A (3) of this supplement.

C If any agreement requires a supplementary statement or notice to complete the contract, such statement or notice will be routed and distributed in the same manner as the agreement to which it relates.

Effective immediately, Section 8 is added to LU-PO 6, to read as follows:

8 ROUTING OF TERMINATION NOTICES COVERING TEMPORARY USE AGREEMENTS

a Where a Consideration Is Involved

I When the regional official, authorized to terminate the agreement, gives the termination notice, an original and four copies of the notice will be prepared and signed, after which they will be distributed as follows:

A The original will be transmitted to the permittee.

B The four signed copies will be transmitted to the regional procurement officer who will assign the same contract number to them as was originally assigned to the agreement to which they relate. After assigning the contract number, the copies will be forwarded to the regional fiscal officer for administrative audit and verification and after examination the regional fiscal officer will:

(1) Transmit one signed copy to Mr. Shane MacCarthy, Procurement Officer, Soil Conservation Service, Washington, D. C., for transmission to the General Accounting Office.

(2) Transmit one signed copy, listed on and attached to a Daily Register of Termination Notices, to Mr. G. G. Smith, Chief Fiscal Officer, Soil Conservation Service, Washington, D. C. (This copy may be withdrawn from the Washington fiscal office file by those concerned for temporary use as need arises.)

(3) Retain one signed copy in the files of the regional fiscal officer. (This copy may be withdrawn from the regional fiscal office file by those concerned for temporary use as need arises.)

(4) Transmit one signed copy to the project manager concerned.





8 a II In instances in which a project manager who has been authorized to terminate temporary use agreements gives the termination notice, an original and four copies of the notice will be prepared and signed. One copy will be retained in the project office, after which the original and three remaining signed copies will be distributed as outlined in Paragraphs 8 a I A and B (1), (2), and (3).

III When termination notices, given by the permittee, are received by the regional office, the regional official authorized to sign termination notices will, after the receipt of the notice, make three additional copies thereof, certify them as being true copies of the original, after which the original and the three certified copies will be distributed as outlined in Paragraph 8 a I B, except that the original, and not a "signed copy", will be transmitted as outlined in Paragraph 8 a I B (1).

IV When termination notices, given by the permittee, are received by the project manager, the project manager will, after receipt of the notice, make three additional copies thereof, certify them as being true copies of the original, retain one copy, after which the original and two certified copies will be distributed as outlined in Paragraph 8 a I B, (1), (2), and (3), except that the original, and not a "signed copy", will be transmitted as outlined in Paragraph 8 a I B (1).

b Where no Consideration Is Involved

I When the regional official, authorized to terminate the agreement, gives the termination notice, an original and three copies of the notice will be prepared and signed, after which they will be distributed as follows:

- A The original will be transmitted to the permittee.
- B One certified copy will be transmitted to the Leader of the Division of Project Organization, Washington, D. C.
- C One certified copy will be placed on file with the temporary use agreement retained in the regional office. (See Paragraph 4 b V A (2) of LU-PO 6.)
- D One certified copy will be transmitted to the project manager concerned.





8 b II In instances in which a project manager who has been authorized to terminate temporary use agreements gives the termination notice, an original and three copies will be prepared and signed. One copy will be retained in his files, after which the original and two signed copies will be distributed as outlined in Paragraphs 8 b I A, B, and C.

III When termination notices, given by the permittee, are received by the regional office, the regional official authorized to sign termination notices will, after the receipt of the notice, make two additional copies thereof, certify them as being true copies of the original, after which the original and the two certified copies will be distributed as follows:

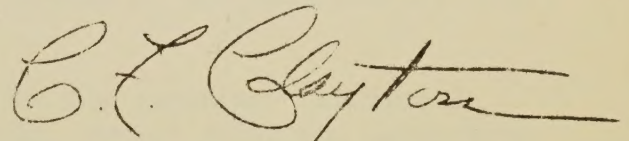
A Original to be placed on file with the temporary use agreement retained in the regional office. (See Paragraph 4 b V A (2) of LU-PO 6.)

B One certified copy to the Leader of the Division of Project Organization in Washington, D. C.

C One certified copy to the project manager concerned.

IV When termination notices, given by the permittee, are received by the project manager, the project manager will, after receipt of the notice, make two additional copies thereof, certify them as being true copies of the original, retain one certified copy, after which the original and the other certified copy will be distributed as outlined in Paragraphs 8 b III A and B.

All recipients of this supplement will make the necessary notation in the margin of Instruction LU-PO 6 to insure proper reference being made to this supplement.



C. F. Clayton, In Charge,  
Division of Project Organization,  
Land Utilization.





UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
LAND UTILIZATION  
DIVISION OF PROJECT ORGANIZATION

MAY 18 1939

m. b. m. b. 1.2

Ec 793

INSTRUCTION FOR THE PREPARATION, EXECUTION, AND SUBMISSION OF  
TEMPORARY USE AGREEMENTSPURPOSE

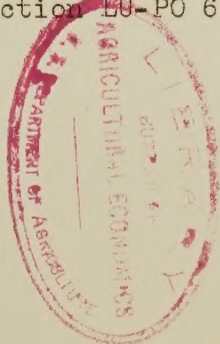
The purpose of this supplement is to amend Paragraph 3 b of LU-PO 6 to provide that under certain circumstances the term of temporary use agreements may be for a period of 12 months, even though seasonal use privileges are restricted to a shorter period, in order that permittees may assume responsibility for control, maintenance and protection of Government property for the full period of one year. The application of this procedure with respect to acquired lands, approaching or in a permanent management status, will prevent a lapse of time between successive agreements covering seasonal use privileges, which should be mutually advantageous to permittees and the Government.

Effective immediately, the following addition shall be made to Paragraph 3 b of LU-PO 6:

3 b TERM OF THE AGREEMENT

When use privileges on Government property are granted under the circumstances enumerated in Paragraph 2 b III, the term of the agreement to be entered in the blank spaces provided for that purpose in Section 1 of the form shall cover a 12-month period unless there are justifiable reasons for a shorter period, even though the seasonal use may be restricted to a shorter term under Section 2. In such cases in order that permittees fully understand their privileges and responsibilities under the agreement, the following clause shall be inserted in Section 2 after the description of use privileges: "The provisions of Section 7 shall apply for the full term of the agreement as stated in Section 1, regardless of the type or season of use permitted in this section."

All recipients of the supplement will make the necessary notation in the margin of Instruction LU-PO 6 to insure proper reference being made to this supplement.



A large, stylized handwritten signature in dark ink, reading "C. F. Clayton", is positioned above the typed name.

C. F. Clayton, In Charge,  
Division of Project Organization,  
Land Utilization.



UNITED STATES DEPARTMENT OF AGRICULTURE  
BUREAU OF PLANT INDUSTRY  
WASHINGTON, D. C.

MEMORANDUM FOR THE SECRETARY, AGRICULTURE, AND DIRECTOR OF  
FOREIGN AFFAIRS

TO :

The purpose of this memorandum is to advise the Secretary, the Director of Foreign Affairs, and the Director of Plant Industry of the results of the investigation conducted by the Bureau of Plant Industry into the matter of the alleged importation of certain plant material from the United States to the Soviet Union. The investigation was conducted by the Bureau of Plant Industry in cooperation with the Bureau of Customs and the Bureau of Investigation. The results of the investigation are as follows:

1. The following material was imported from the United States to the Soviet Union:

2. SUMMARY OF THE MATTER

The following material was imported from the United States to the Soviet Union:

- 1. A certain amount of material was imported from the United States to the Soviet Union.
- 2. The material was imported from the United States to the Soviet Union.
- 3. The material was imported from the United States to the Soviet Union.
- 4. The material was imported from the United States to the Soviet Union.
- 5. The material was imported from the United States to the Soviet Union.
- 6. The material was imported from the United States to the Soviet Union.
- 7. The material was imported from the United States to the Soviet Union.
- 8. The material was imported from the United States to the Soviet Union.
- 9. The material was imported from the United States to the Soviet Union.
- 10. The material was imported from the United States to the Soviet Union.

All copies of this memorandum will be sent to the Secretary, the Director of Foreign Affairs, and the Director of Plant Industry.

*[Handwritten signature]*